JD–02–06
Chicago, IL

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

THEATRICAL WARDROBE UNION, LOCAL 769, IATSE

and Case 13-CB-18033

TANIA TRAYNOR, AN INDIVIDUAL

Brigid Barnicle, Esq., of Chicago, IL,
for the General Counsel.
Sherrie E. Voyles, Esq., of Chicago, IL,
for the Respondent.

DECISION

Statement of the Case

Bruce D. Rosenstein, Administrative Law Judge. This case was tried before me on November 1, 2005[1] in Chicago, Illinois, pursuant to a Complaint and Notice of Hearing in the subject case (complaint) issued on May 31, by the Regional Director for Region 13 of the National Labor Relations Board (the Board). The underlying charge and amended charge was filed by Tania Traynor (the Charging Party or Traynor) alleging that Theatrical Wardrobe Union, Local 769, IATSE (the Respondent or Union), has engaged in certain violations of Section 8(b)(1)(A) and (b)(2) of the National Labor Relations Act (the Act). The Respondent filed a timely answer to the complaint denying that it had committed any violations of the Act.

Issue

The complaint alleges that Respondent notified Traynor on February 25 that she was suspended from the Union's exclusive referral system for a period of four months for failure to attend a meeting (GC Exh. 11). As a result of the suspension, Traynor was not referred for employment and suffered a loss of earnings.[2]

On the entire record, including my observation of the demeanor of the witnesses,

[1] All dates are in 2005 unless otherwise indicated.

[2] The suspension was enforced between March 1 and April 30, a period of two months. Traynor was then referred for employment on May 23, when work became available.

and after considering the briefs filed by the General Counsel and the Respondent,[3] I make the following

Findings of Fact

I. Jurisdiction

The Employer, Broadway in Chicago, is a limited liability company, with an office and place of business in Chicago, Illinois and is engaged in the business of providing theater management services. The Employer, during the past calendar year, in conducting its business operations purchased and received at its Chicago facility goods valued in excess of $50,000 directly from points outside the State of Illinois. The Respondent admits and I find that Broadway in Chicago is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act[4] and that it is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. Background

At all material times by virtue of Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of a unit of employees designated as Wardrobe Attendants employed at the Ford Center for the Performing Arts/Oriental Theatre, the Shubert Theatre, and the Cadillac Palace Theater located in the City of Chicago, Illinois. Since September 15, 2003, the Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering conditions of employment for the Wardrobe Attendants that provides that the Union agrees to furnish competent Wardrobe Attendants satisfactory to the Employer to perform work as required and the Employer agrees to notify the Union when it seeks employees (GC Exh. 3).

The Respondent is subject to a Constitution and By-Laws that covers Discipline of Members that is pertinent to this case and will be discussed more fully in the decision (GC Exh. 2).

At all material times, John Salyers has served as Respondent's President while Carolyn Barczak held the position of Business Representative. Caryn Vanko is a member of Respondent's Board of Trustees and along with Salyers and Barczak is a member of the Respondent's Executive Board.

B. Section 8(b)(1)(A) and (b)(2) Allegations

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[3] Post Hearing Briefs from the parties' were due in Washington, DC, by close of business on December 23, 2005. Counsel for the General Counsel filed a Motion to Accept Late Filed Brief on December 23, 2005, since their Brief was inadvertently mailed to the Division of Judges in New York City rather then to the Judges office in Washington, DC. The Respondent's Brief was not received in Washington, DC, until December 27, 2005. While neither party submitted their Brief in a timely manner, I have decided to consider the respective Briefs and note that mail was delayed during the Holiday season.

[4] Counsel for Respondent and the General Counsel agree that the Employer met the Board's jurisdictional standards (JT Exh. 1).

1. The Position of the Parties

The General Counsel alleges in paragraph 4 of the complaint that the Respondent engaged in conduct for reasons other than a failure by Traynor to tender the periodic dues and initiation fees uniformly required by employees or that were necessary to its function of representing employees in the bargaining unit. The General Counsel further argues that the actions taken by Respondent in excluding Traynor from the exclusive referral system were motivated by animus due to her frequent challenging of the Executive Board and becoming a thorn in the side of the Union.

Respondent argues that it does not operate an exclusive hiring hall and points to nine separate collective-bargaining agreements that it has with other theater employers in the area where it is not the sole source of referrals for employment (R Exh. 4-13). Additionally, the Respondent asserts that as it concerns the Employer herein, it is not the sole source of referrals as Broadway in Chicago has hired individuals not referred by it and on occasions, production companies bring there own employees with them when they perform in the Theaters covered in the parties' collective-bargaining agreement.

Respondent further contends that its actions in suspending Traynor were unrelated to her activities in challenging the Union leadership but rather were based on legitimate Union rules and were consistent with actions taken against other union members that also were suspended from the referral system.

2. Whether the Respondent Operates an Exclusive Hiring Hall

The Respondent's job referral procedure provides that persons available for referrals for work shall be placed on the list in the order of initiation into the Union. (GC Exh. 6). In filling job requests, the Business Representative will refer to the top of the list. All persons requesting work for the following week are to call the Business Representative. When all persons on the list have the opportunity to work on any given day, referrals will begin at the top of the list for the next workday. The rotation will go back to the top of the list every two calendar months. If work is refused, the person's name will rotate to the bottom of the referral list.

Broadway in Chicago's Vice President of Operations Suzanne Bizer was called under subpoena as a witness for the General Counsel. She testified that during the five years in her present position it has been her experience that the Union has been the sole source of referrals for Wardrobe Attendants to staff shows that are produced in Theaters that are subject to the parties' collective-bargaining agreement. Indeed, Bizer confirmed that when a show is scheduled for one of its Theaters, she calls Barczak to request the number of Wardrobe Attendants that are required to staff the production. Once the Wardrobe Attendants are referred to the Employer, they are not interviewed nor are there backgrounds or experience checked. Rather, Bizer relies on the Union to refer competent Wardrobe Attendants to perform work as required by the Employer. Additionally, Bizer testified that the Employer does not independently advertise for Wardrobe Attendants but rather solely relies on the Union to refer qualified Attendants.

The Respondent argues that it does not operate an exclusive hiring hall with Broadway in Chicago. Indeed, it contends that employees not on its referral lists have been hired as Wardrobe Attendants and that on occasions, production companies often bring there own personnel who serve as Wardrobe Supervisors.

The evidence adduced at the hearing establishes that on a minimum number of occasions when the Union has exhausted its referral list for a Theater production, it was necessary for the Employer to obtain personnel to staff the Wardrobe Attendant positions. On these few occasions, which sometimes happen during peak holiday periods, individuals have been hired for such positions but they must pay a fee to work which is equivalent to the Union's periodic dues for the period of work. If the fee is not paid, the individual is not permitted to work. With respect to production companies bringing there own personnel to perform Wardrobe functions or having one of there own employees serve as a Wardrobe Supervisor on a particular show, there is no prohibition contained in the parties' collective-bargaining agreement and it is a customary practice in the industry. More often then not, however, production companies hire one of the employees on the Union's referral list to serve as a Wardrobe Supervisor rather then use there own employees.

Based on the above, I am not persuaded by the Respondent's argument that it does not operate an exclusive hiring hall with the Employer. Moreover, even assuming that the Respondent has collective-bargaining agreements with other employers in the Theater industry in and around Chicago with whom they are not the exclusive source of referrals, it does not in any way impact its exclusive hiring hall relationship with Broadway in Chicago, the only employer involved in the subject case. Therefore, in agreement with the General Counsel, I find that the Respondent serves as the sole source for referral of competent Wardrobe Attendants to Broadway in Chicago under the parties' collective-bargaining agreement.

3. Alleged Animus

a. Facts

On October 23, 2003, Traynor authored a letter to Union National Vice President Michael J. Sullivan. She asserted, on behalf of a number of co-workers and fellow union members who signed the letter, that the Union's Executive Board announced new work rules for the membership but was refusing to bring them to the members for ratification (GC Exh. 18). Thereafter, on October 29, 2003, she raised the same issue with National Union President Thomas C. Short (GC Exh. 19). By letter dated December 15, 2003, Short replied to Union Secretary-Treasurer Cheryl Ryba and advised that Respondent's response was satisfactory and he considered the issue to be a local matter (GC Exh. 20). Traynor was copied on this letter but testified that she never received the letter. Likewise, Traynor testified that she did not receive a copy of the Respondent's reply to Short. In February 2004, Traynor sent another letter to fellow union members with suggested changes to the proposed rules and regulations (GC Exh. 9). The rules were ultimately voted upon and adopted in March 2004, without the changes suggested by Traynor (GC Exh. 7).

On October 24, 2003, Traynor was assigned to work as a Wardrobe Attendant for the production of Lion King at the Cadillac Palace Theatre. Wardrobe Supervisor Gillian Kadish established a two day work schedule due to a large rehearsal with the first group of Attendant's scheduled to arrive at 12:00 pm for a 5 hour work call, and the second group of Attendant's scheduled to arrive at 1 pm for a 4 hour work call. The work schedule is posted in the Wardrobe room every Sunday. On that day, Traynor was scheduled to work with the first group of Attendants at 12:00 pm. She did not arrive for her scheduled work call but did appear at the Theatre at 12:20 pm. Traynor sincerely apologized for her late arrival and informed Kadish that she did not read the schedule correctly as in normal circumstances the first work call is scheduled for 1:00 pm (GC Exh. 21).

In November 2003, Traynor spoke by telephone with Barczak wherein she explained the

circumstances surrounding her late arrival on October 23, 2003. During this time period, the penalty for a first offense of arriving late for a work call was a verbal warning. The Executive Board, in December 2003, called Traynor to appear at a meeting to explain the circumstances surrounding her arriving late at the Lion King work-call. Traynor was under the impression that based on her explanation to Barczak and the letter submitted by Kadish describing the background surrounding the incident, the matter was closed. In January 2004, however, Traynor received her monthly Statement on Account from the Union and observed that a tardiness fine of $25 was due and owing (GC Exh. 22). Traynor immediately raised the fine with several members of the Union's Executive Board. She asserted that she did not intend to pay the fine since in her opinion the matter had been resolved at the December 2003 meeting and, in any event, the penalty for a first offense of being late for a work call was a verbal warning rather than a fine. The Union leadership subsequently apologized to Traynor for the fine appearing in her January 2004 Statement and on the next Statement the amount due for the fine was removed and did not appear again.

On February 2, 2004 Traynor attended the regular monthly union meeting. During the course of the meeting, Traynor made a proposal to overhaul the body of the rule infraction policy. Barczak reminded Traynor that the rules were made by a committee of union members and that they had been approved (GC Exh. 8). Executive Board Member Caryn Vanko, while Traynor was debating the issue with Barczak, called her a "thorn in the Union's side".[5]

Immediately after the regular monthly March 2004 Union meeting, Traynor testified that she confronted Barczak in a one on one conversation about referencing her in a negative manner when other union members were present.

On January 3, at the monthly union meeting, Traynor made it known that she disagreed with the way that a situation was handled by Barczak (GC Exh. 24).

In early January 2005, Traynor found out that union apprentice Mary Luchsinger was referred to work on the Spamalot production ahead of Traynor. Accordingly, Traynor complained to Barczak that as a union member Traynor should have been referred for employment ahead of an apprentice. Barczak explained to Traynor that on December 11, 2004, Wardrobe Supervisor Kenn Hamilton specifically requested Luchsinger because of her expertise as a stitcher and since she was requested by name she had priority.

By letter dated January 27, Union Steward Zelda Gagliardi informed Barczak that Traynor was not following her instructions on the production of Spamalot, was causing disruption on the set and often became confrontational with her and other wardrobe crew members (R Exh. 1). By memorandum dated February 5, from Spamalot Wardrobe Supervisor Kenn Hamilton to Barczak, it was noted that Traynor's work performance was disappointing and

her demeanor dramatically changed the balance between performers and wardrobe attendants

[5] On cross examination, Respondent's Counsel asked Traynor whether it was true that other members of the Executive Board repudiated and immediately informed Vanko that such a comment was inappropriate. Traynor replied that she had no recollection of this. Respondent's Counsel did not call Vanko as a witness nor did she raise this issue with either Salyers or Barczak who also attended the meeting and testified during the hearing as Respondent's witnesses. Under these circumstances, I find that Vanko made the statement that Traynor was a "thorn in the Union's side" during the course of the February 2004 regular monthly Union meeting.

(R Exh. 2).

By letter dated February 7, from the Union Executive Board to Traynor, a meeting was scheduled for Friday February 18, to discuss the correspondence received from Gagliardi and Hamilton regarding her conduct on the production of Spamalot. That correspondence was provided to Traynor in addition to apprising her that attendance at the meeting was required (GC Exh. 10).

On February 16, Traynor and Barczak had a conversation about the February 7 letter. Barczak apprised Traynor that the Executive Board needed to discuss the issues raised by the correspondence of Gagliardi and Hamilton and get her position before any decision was reached on how to proceed. Traynor informed Barczak that she had received the correspondence prepared by Gagliardi and Hamilton and would attend the meeting.

On February 17, Traynor told Vanko while working together on the production of the "Producers" that she could not attend the February 18 Executive Board meeting, because she had a prior scheduled appointment. Traynor, later in the day, also apprised Barczak that she had misread the February 7 letter setting the date for the meeting, and mistakenly believed the meeting would be held at the regular time that the Executive Board normally meets. Since Traynor could not attend the February 18 meeting, it had to be cancelled and the Union was forced to pay a $150 cancellation fee for the room.

By letter dated February 25, Traynor was apprised that the Executive Board made a ruling concerning her refusal to attend the February 18 meeting. Since Traynor elected not to attend the meeting and did not acknowledge this until such a time that the meeting room reservation could not be canceled, she was being assessed the cost of the room, $150.[6] Additionally, she was being suspended from the referral system for a period of four months beginning March 1, and ending on July 1 (GC Exh. 11).

On February 29, Traynor telephoned Union President Salyers and complained about the harshness of the penalty contained in the February 25 letter. According to Traynor, Salyers responded that the Board was fed up with not being taken seriously.

By memorandum dated March 18, Traynor summarized her position regarding the Spamalot issues and informed the Executive Board that she would like to appear before it to discuss the entire matter (R Exh. 3). After receipt of the March 18 letter, the Executive Board met with Traynor and reduced the suspension from four to two months.

b. Discussion

It must first be noted, and the Respondent does not dispute, that no other union member has been suspended from the referral system for not attending a required meeting of the Executive Board. While the Respondent asserts in its February 25 letter to Traynor that there is a required rule to attend Executive Board meetings when a member is summoned, no such rule exists in the Union's Constitution and By-Laws.

It is also not disputed that Traynor was a member in Good Standing in that she has fully

[6] Traynor testified that she realized that she notified the Union about her inability to attend the February 18 meeting at the last moment and voluntarily paid the $150 fine.

complied with all the obligations of the Local not only financially but in all other regards.[7] Under these circumstances, Section 2 of Article XI of the Constitution and By-Laws requires that any member charged with a violation must be afforded a right to a fair trial whereby his guilt or innocence may be determined. It is not disputed that Traynor was not provided this entitlement. Moreover, Traynor was not afforded the opportunity for a Postponement of her February 18 meeting as required by Section 10 of Article XI. Although the Respondent argues that Traynor did not contact the Executive Board prior to February 25 to request a postponement, it is noted that the Respondent after it learned on February 17 that Traynor could not attend the meeting scheduled for the next day, made no effort to contact Traynor to arrange for a continuance of the meeting as required under the Constitution and By-Laws.

Based on the above recitation, I find that the Respondent suspended Traynor from the referral system based on her vigorous and frequent challenges to the Executive Board concerning a number of issues that impacted union membership. As discussed above, Executive Board member Vanko admonished Traynor as a "thorn in the Union's side". It is apparent to me that the Executive Board members became frustrated with Traynor's repeated challenges to there leadership and constant dissent at union meetings. The final action in suspending Traynor from the referral system was a rush to judgment without affording her the due process rights guaranteed to members under the Union's Constitution and By-Laws.[8] Likewise, I reject the Respondent's argument that Traynor was treated similarly to other members who were suspended from the referral system. First, I note that the suspensions of Carol Conrad and Andrew Stein occurred after Traynor's suspension (GC Exh. 15 and 16). Additionally, their infractions concerned being late for work or missing an entire work call. Indeed, as it concerned Conrad, the Union did not enforce an earlier suspension from the referral system giving Conrad a second chance to improve on her tardiness unlike its action in suspending Traynor from the referral system for a first infraction. Second, neither Conrad nor Stein was suspended for missing a required meeting and no other union member has been suspended for this reason or for the same period of time as originally imposed in the February 25 letter.

In agreement with the General Counsel, I find that Traynor was suspended from the referral system for reasons other then a failure to tender the periodic dues and initiation fees uniformly required or were necessary to its function of representing the unit.

4. Discussion

The Supreme Court has held in *Air line Pilots Assn. v. O'Neill,* 499 U.S. 65 (1991) that the "arbitrary, discriminatory, or in bad faith" standard applies to all union activity, and noted that the duty of fair representation applies to hiring hall operations.

The Board has held that Section 8(b)(1)(A) and (b)(2) make it an unfair labor practice for

[7] Respondent argued that Traynor, in February 2005, was in arrears in the payment of her stamp obligation to the National Union. I note that this was not a reason relied upon by the Respondent for suspending Traynor from the referral system and in any event, Traynor paid the stamp invoice within the allotted 60 day period provided for all union members before they were in default of this obligation.

[8] I note the Respondent's conflicting reasons asserted for Traynor's suspension. In this regard, the February 25 letter contends the suspension was visited upon Traynor for not attending the required meeting while the March 11 position statement submitted to the Board alleges that Traynor was suspended for insubordination (GC Exh. 12).

a union, operating an exclusive hiring hall . . . to refuse to refer an employee to employment because membership has been denied to him, or his membership terminated for reason "other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership."[9] It follows that union fines and other penalties 'not being periodic dues' may not be enforced by the union through a threat of loss of employment. [10] See also, *IATSE Local 412 (Asolo Center for the Performing Arts),* 308 NLRB 1084 (1992).

The Respondent, based on the actions described above, has acted in an arbitrary and discriminatory manner in the operation of its exclusive hiring hall by taking action against Traynor for her repeated acts of challenging the authority of the Executive Board. Such actions, including suspending her from the referral system, caused the loss of a number of employment opportunities.

Under these circumstances, I find that the Respondent acted in an arbitrary and discriminatory manner in breaching its duty of fair representation owed to Traynor and further violated Section 8(b)(1)(A) and (b)(2) of the Act when it suspended her from the referral system for reasons other then tendering periodic dues and initiation fees uniformly required.

Conclusions of Law

1. Broadway in Chicago is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(b)(1)(A) and (b)(2) of the Act when it suspended Traynor from its referral system for a period of two months (March 1 to April 30) because she did not attend a meeting and failed and refused to refer her for employment.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act

Having found that the Respondent suspended Tania Traynor from its referral system for a period of two months it must make Tania Traynor whole for any loss of earnings during that period, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[11]

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[9] See *Radio Officers Union v. N.L.R.B.,* 347 U.S. 17, 31-33, 41-42

[10] See *Eclipse Lumber Co., Inc.,* 199 F. 2d 684 (C.A.9, 1960) (payment of a fine "in no event" may be made a condition of employment). , *Carpenters Local 1437 (AGC of California),* 210 NLRB 359, 367 (1974).

[11] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec.

Continued

ORDER

The Respondent, Theatrical Wardrobe Union, Local 769, IATSE, Chicago, Illinois, Its officers, agents, and representatives, shall

1. Cease and desist from

   (a) Informing Tania Traynor that she would not be referred for employment through the Respondent's exclusive hiring hall system because she did not attend a meeting.
   (b) Refusing to refer Tania Traynor, or any other employee, for employment through its exclusive hiring hall because of not attending a meeting.
   (c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

   (a) Make whole Tania Traynor, with interest, for any loss of earnings suffered because she was suspended from the referral system for a period of two months (March 1 to April 30) in the manner set forth in the remedy section of the decision.
   (b) Within 14 days from the date of this Order, remove from our files, and ask Broadway in Chicago to remove from their files, any reference to the unlawful refusal to refer Tania Traynor for employment, and WE WILL, within 3 days thereafter, notify her in writing that we have done so and that we will not use the suspension from the referral system against her in any way.
   (c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
   (d) Within 14 days after service by the Region, post at its union office and hiring hall in Chicago, Illinois, copies of the attached notice marked" Appendix."[12] Copies of the notice, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of

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102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[12] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

business or closed the Union office involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all employees and current members employed by Broadway in Chicago at any time since February 25, 2005.

(e) Sign and return to the Regional Director sufficient copies of the notice for posting by Broadway in Chicago, if willing, at all places where notices to employees are customarily posted.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. January 6, 2006

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Bruce D. Rosenstein
Administrative Law Judge

JD–02–06
Chicago, IL

APPENDIX

NOTICE TO MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain on your behalf with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL make Tania Traynor whole for any loss of earnings and other benefits resulting from our refusal to refer her for employment with Broadway in Chicago, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of this Order, remove from our files, and ask Broadway in Chicago to remove from their files, any reference to the unlawful refusal to refer Tania Traynor for employment, and WE WILL, within 3 days thereafter, notify her in writing that we have done so and that we will not use the suspension from the referral system against her in any way.

Theatrical Wardrobe Union, Local 769, IATSE
(Labor Organization)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

209 South LaSalle Street, 9th Floor
Chicago, Illinois 60604
Hours: 8:30 a.m. to 5 p.m.
312-353-7570.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND

MUST
NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS
NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S
COMPLIANCE OFFICER, 312-353-7170.